

**REMARKS**

By the foregoing amendments, Applicant has revised claims 18-28 and 32-61 to remove the bases for the claim objections set forth in the April 30, 2008, Office action. With these amendments' entry, claims 18-28 and 32-61 remain pending.

Applicant requests that the Examiner reconsider and withdraw the 35 U.S.C. § 112, first paragraph, rejections based on the presence of equations in the claims. Those equations merely describe in a more-compact format what the specification originally disclosed.

This can readily be seen by considering the table that bridges pages 19 and 20 of Applicant's specification. That table illustrates the Fig. 1 routine's results. Its first column sets forth respective periods' actual-usage values  $u$ , while its second column lists corresponding values  $U$  of cumulative actual usage, making it apparent that, as claim 45, 52, and 57 recite, the cumulative actual usage  $U_k$  for any given,  $k$ th period is given by  $U_k = \sum_{j=1}^k u_j$ . The table's fourth column lists payments (or, alternatively, depreciation increments)  $p$ . As claims 47, 50, 54, 56, 59, and 61 recite, each of those quantities equals a price  $r$  (\$1 in the example) per unit usage times the difference between the current and previous periods' updated aggregated usage values  $A$ , which the table's sixth column lists: as claims 45, 52, and 57 recite, that is, the quantity  $p$  is "based on a usage value equal to the difference  $A_i - A_{i-1}$ " between successive periods' values of updated aggregated usage.

And the table shows that each such updated aggregated usage is, as claims 45, 52, and 57 recite, at least as great as the greater of the corresponding period's (third-column)

cumulative commitment  $C$  and (second-column) cumulative actual usage  $U$ . Specifically, each is so calculated as to yield one of two (potentially equal) values, both of which the sixth column lists. One value is, as claims 46, 53, and 58 recite, the greater of (A) the corresponding (third-column) cumulative commitment and (B) the sum of the corresponding (first-column) actual usage and the previous period's updated aggregate usage. The other value results when Fig. 1's dashed-line steps are implemented. As claims 49, 55, and 60 recite, that value equals either the cumulative commitment or the cumulative actual usage, whichever is greater. In time periods 1 through 15, those two results are the same, so the sixth column lists only a single value for each of those periods. But the results differ in the remaining periods, and the sixth column therefore shows two values for each of those periods.

In short, the specification supports those claims' equations.

It also supports claims 17 and 32. As the specification explains in paragraph [0038] on its page 12, a price per unit usage is multiplied, in a step represented by Fig. 1's block 118, by the result of the block-116 step's adding the previous aggregate usage to the actual-usage value taken for that period in the step that block 114 represents. And, as the specification explains, the steps represented by Fig. 1's blocks 120, 122, and 124 update the resultant pre-update aggregate usage if the cumulative commitment exceeds the resultant pre-update value.

The support for the "formulas" in amended claims 22 and 37 are found in originally filed claims 22 and 37 themselves; the amendment merely provides variables  $N$  and  $C_N$  to refer to quantities that the claims recited originally (although, for the sake of consistency,

the “sum of the minimum number of units of usage” originally recited was replaced with the “cumulative commitment” language, which refers to the same thing in the specification). The same is true of claim 38. And the equations in claims 25 and 40 are supported by specification page 10’s paragraph [0032]; that paragraph’s second sentence states that the total committed usage referred to in Fig. 1’s block 112 can be the total of the incremental commitments referred to in connection with Fig. 1’s block 108. (Moreover, the fact that the table’s cumulative commitment increases with time indicates that there must necessarily be incremental, per-period commitments.)

In short, all of the claims’ equations merely set forth in a more-compact format what the specification contained originally.

Applicant also requests that the Examiner reconsider all the 35 U.S.C. §102 rejections, which were based on U.S. Patent No. 6,502,080 to Eichorst et al.; Eichorst et al. do not compute payments or depreciation from both usage commitments and actual usage in the way Applicant does. Specifically, Applicant calculates, for each of a succession of time periods, a payment or depreciation value equal to the difference between current and previous aggregate values computed from cumulative values of a usage commitment and an actual usage up to that period. In contrast, Eichorst et al.’s method is directed to arriving at a reserve value or lease-contract terms by predicting what various cost components will likely be; it does not base calculation of each succession time period’s value on, *inter alia*, what the actual aggregate usage has been up to that period.

Nor do the excerpts on which the Examiner bases the rejections indicate otherwise. In support of the rejections of independent claims 45, 52, and 57, for instance, the Examiner

relies on lines 36-55 of Eichorst et al.'s column 1 for the proposition that they compute payments or depreciation for a given period from, *inter alia*, an actual usage value  $u_i$  obtained for that period. But a careful reading of that passage reveals that it deals only with setting the lease contract's terms in accordance with the value the lessor might expect to obtain for the leased automobile in an auction conducted at the end of the lease; for all that is apparent in that (or any other) passage, those terms are set at the beginning of the lease term and therefore do not depend on any month's actual usage (which cannot be known when the terms are set). So Eichorst et al. neither disclose nor suggest those claims' subject matter.

Much less do they disclose or suggest the subject matter of any claim that depends on any of those independent claims. Consider claims 46, 53, and 58, for example. In rejecting them, the Examiner has relied on lines 21-54 of Eichorst et al.'s column 5 for the proposition that Eichorst et al. compute the  $k$ th period's updated aggregated usage  $A_k$  as the greater of (A) the  $k$ th time period's cumulative commitment  $C_k$  and (B) the sum of the  $k$ th time period's actual usage  $u_k$  and the previous time period's updated aggregated usage  $A_{k-1}$ . But a careful reading of that passage reveals that it refers only to (presumably, diminishing) prices that might be obtained by selling a car at various dates in the future; the passage contains nothing about, say, obtaining one date's value by adding actual usage to a previous date's value.

Consider claims 49 and 60 as another example. In rejecting those claims, the Examiner has relied on the passage that extends from line 58 of Eichorst et al.'s column 3 to line 14 of their column 4 for the proposition that Eichorst et al. disclose computing an updated aggregated usage  $A_i$  as the greater of the  $i$ th time period's cumulative commitment  $C_i$

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and the  $i$ th time period's cumulative actual usage  $U_i = \sum_{j=1}^i u_j$ . But that passage merely lists various data that Eichorst et al.'s calculations will use; it describes no calculation—and it makes no mention of cumulative commitment or actual usage.

In short, the specification supports the claims, and none of the passages on which the Examiner relies discloses or suggests the claimed subject matter. Applicant therefore requests that the Examiner reconsider and withdraw all rejections and allow all pending claims.

Respectfully submitted,

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